

**AMENDMENT NO. THREE TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN
PHASE THREE**

THIS AMENDMENT NO. THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Three"), is entered into as of this ____ day of _____, 2011, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation, whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("Consultant"), and is made with reference to the following:

RECITALS:

- A. On November 24, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for professional services for the third phase of the Newport Beach Civic Center & Park Project, which consists of architectural and consultant services for the Bidding and Construction Administration (CA) Phases less Mass Excavation CA of the Project.
- B. On June 23, 2011, City and Consultant entered into Amendment No. One to the Agreement to increase the scope of work and total compensation ("Amendment No. One").
- C. On August 22, 2011, City and Consultant entered into Amendment No. Two to the Agreement to increase the scope of work and total compensation ("Amendment No. Two").
- D. City desires to enter into this Amendment No. Three to reflect additional services not included in the Agreement, or prior Amendments and to increase the total compensation.
- E. City and Consultant mutually desire to amend the agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Section 2 of the Agreement, as amended, shall be supplemented to include the Scope of Services dated August 24, 2011 which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

The introductory paragraph to Section 4 of the Agreement, as amended shall be amended in its entirety and replaced with the following: City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and all prior amendments, including all reimbursable items and subconsultant fees, shall not exceed Four Million, One Hundred Twenty-Six Thousand, Nine Hundred Ninety-Two Dollars and no/100 (\$4,126,992.00) without prior written authorization from City ("Total Amended Compensation"). No billing rate changes shall be made during the term of this Agreement without the prior written approval of the City.

- 2.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Three, including all reimbursable items and subconsultant fees, in an amount not to exceed Ten Thousand, Six Hundred Ninety Dollars and no/100 (\$10,690.00), without prior written authorization from City.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement, as amended shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Three on the dates written below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 9/14/11

By: [Signature]
Leonie Mulvihill
Assistant City Attorney

ATTEST: 9.14.11
Date: _____

By: [Signature]
Leilani I. Brown
City Clerk



**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 9/14/2011

By: [Signature]
Dave Kiff
City Manager

**CONSULTANT: BOHLIN CYWINSKI
JACKSON, a Pennsylvania Corporation**

Date: 26 SEPT 2011

By: [Signature]
Gregory R. Mottola,
Vice President

Date: 17 OCT 2011

By: [Signature]
William D. Loose,
Vice President and Treasurer

Attachment: Exhibit A – Scope of Work

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA (1940-2011)
Jon C. Jackson, FAIA
Frank W. Grauman, FAIA, LEED AP
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA, LEED AP
Raymond S. Calabro, AIA

24 August 2011

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519D

Subject: **Changes in SWPPP Risk Level**
Additional Services Proposal (BCJ Project 08519D **x04**)

Dear Mr. Badum:

As we discussed in last Thursday's weekly review and per Matt Bamm's email that day, due to updated regulations, we have the need to update and resubmit our SWPPP plan. Our moving from risk level one to level two has caused us to revisit the documentation. In an ordinary project, it would likely be sufficient to update the operating procedures (e.g. provide for testing), something that would be part of basic services. However, given that the new Civic Center is a high profile project, the City would prefer to have an Erosion Control plan that closely reflects site conditions as they now exist.

Project Scope

The scope of this project will consist of an on-site meeting in which Matt Bamm reviews CW Driver's proposed management strategies, as well as actual and proposed site conditions. Matt will then generate revised drawings based on these discussions and provide a revised SWPPP package. Please see the attached proposal from Arup for additional scope detail.

BCJ will manage this process, and coordinate Arup's efforts with CW Driver and the City.

Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

Architecture Planning Interior Design
Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street, Suite 300
San Francisco, California 94108-5555
415-989-2100/Fax: 415-989-2101

Bohlin Cywinski Jackson

19 August 2011
08519D x 04
Page 2 of 2

Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$10,690 based on the assumptions below:

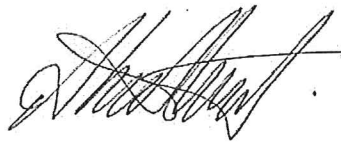
Services	BCJ		
	04 hours	Senior Associate	\$160.00 per hour
	02 hours	Staff I	\$105.00 per hour
			\$640
			\$210
	Arup	19 August 11 proposal	\$8,840
Reimbursables	BCJ	To be billed under base project (08519D)	NA
	Arup	19 August 11 proposal	\$1,000
	Total		\$10,690

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project. Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____

To	Steve Chaitow, Bohlin Cywinski Jackson	Reference number
		208597/MCB

cc	John Worley, Principal, Arup	File reference
		J:\208597\3 Project Administration\3-03 Project Financial Files\3-03-01 Contracts, Costs, Fees\Civil Scope of Work

From	Mathew Bamm x 27266 (San Francisco)	Date
		August 19, 2011

Subject	Newport Beach City Hall - Add Service MX Grading, Erosion Control, and SWPPP Revisions	
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On Sept 2, 2011, the Newport Beach Civic Center and Park project will be rated Risk Level 2 for construction storm water management control under the latest NPDES General Permit, Order No. 2009-0009-DWQ. This letter requests authorization for additional scope and fee to revise MX grading and erosion control plans coincident to construction staging for the winter 2011/2012 rain season. Authorization is also requested to update the project SWPPP Water Pollution Control Drawings (WPCDs) necessary to satisfy the new NPDES provisions, which require the project to test pH and turbidity of stormwater during and following rain events.

At the request of the City, the following scope items are deemed necessary to bring the project SWPPP in line with the upcoming NPDES permit revisions.

Scope of Work

Task 1: Site Visit, Reconnaissance, and BMP Inspection

One (1) senior civil engineer from Arup will visit the project site on Tuesday, Aug 23, 2011 to perform site reconnaissance of the latest grading and construction staging activities, including topsoil stockpiling and erosion and sediment control management. Arup will walk the site with CW Driver and a City representative to inspect all construction Best Management Practices (BMPs) and provide recommendations as to modifications and adjustments that will maximize BMP performance.

Arup will meet with CW Driver and a City representative to discover current and future construction staging constraints as they relate to storm water hydrology, erosion, and sediment control sequencing for the upcoming winter 2011/2012 rain season. The intent of this meeting is for the City, Arup, and CW Driver to agree on one (1) interim-phase grading, drainage, and erosion control program that occurs sometime between the MX grading phase and the final grading phase documented in the building permit package.

Following the Aug 23 meeting, Arup will document and deliver meeting minutes, including graphical and photographic images, and BMP adjustment recommendations.

Task 2: MX Bulletin No. 8

Arup will prepare and deliver MX Bulletin No. 8, which modifies the current MX grading and erosion control plans to the interim-phase program agreed between Arup, the City, and CW Driver on Aug 23. This scope

provides enough budget to modify up to three (3) MX Grading sheets and three (3) MX Erosion Control plan sheets.

Task 3: SWPPP Update – Water Pollution Control Drawings

Arup will utilize MX Bulletin No. 8 to prepare revised Water Pollution Control Drawings (WPCDs) within Appendix A of the project SWPPP. The WPCDs will identify appropriate locations for sampling of pH and turbidity as required under the latest NPDES General Permit for a Risk Level 2 site, along with the updated erosion control plans associated with the interim-phase grading and erosion control program. A total of six (6) WPCD plan sheet updates are budgeted under this task.

Fee Estimate

The following estimate is prepared from the following task breakdown of engineering hours:

NEWPORT BEACH CITY HALL		TOTAL BUDGET	QA Senior Civil Eng	Senior Civil Eng	Civil Engineer
TASK			\$190	\$190	\$130
1.0	Site Visit, Reconnaissance, and BMP Inspection	\$ 3,230	1	16	0
2.0	MX Bulletin No. 8	\$ 4,070	1	4	24
3.0	SWPPP Update - Water Pollution Control Drawings	\$ 1,540	2	2	6
TOTAL (ALL TASKS)		\$ 8,840	4	22	30

Task 1: Site Visit, Reconnaissance, and BMP Inspection \$ 3,230

Task 2: MX Bulletin No. 8 \$ 4,070

Task 3: SWPPP Update – Water Pollution Control Drawings \$ 1,540

Expenses:

Travel Expenses: 1 trip from SFO to SNA, including airfare, ground transportation, and per diem for one staff.

Total Estimated Expenses: \$ 1,000

Total Services Fee: \$ 9,840

Schedule

Task 1: Site Visit, Reconnaissance, and BMP Inspection	Aug 23
Task 2: MX Bulletin No. 8	Aug 30
Task 3: SWPPP Update – Water Pollution Control Drawings	Aug 30
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Total Duration:	1 week

Terms

This proposal is assumed to be an additional service to which the terms and conditions of the existing contract between BCJ and Arup shall apply. The terms and conditions in the existing contract agreement shall constitute the entire agreement unless they are expressly rejected prior to the authorization of Arup's services and another contract is agreed by all parties concerned.

We propose to perform the above work on a Time and Materials basis, with a total services fee not to exceed \$9,840. Any reimbursables beyond the travel expenses explained herein are assumed to be provided under the base contract. The estimated services fee for each scope item is provided above, which reflects the anticipated level of effort required assuming the hourly rates noted below. Should it become apparent that the scope of work is significantly changed from what is described above, we will notify BCJ immediately, and submit a request for authorization of additional fees prior to proceeding.

Our current time and materials rates per hour are as follows:

TITLE	RATE
Principal 1	\$325.00
Principal 2	\$300.00
Associate Principal	\$215.00
Associate	\$190.00
Sr. Consultant / Engineer	\$160.00
Consultant / Engineer	\$130.00
Graduate Consultant / Engineer	\$110.00
Sr. Drafter	\$120.00
Drafter / Graphic designer	\$110.00
Clerical	\$85.00

We propose to submit monthly invoices, with payment requested within 30 days from the date of the invoice. We will summarize hourly rates, time and fee spent for each of the scope items noted above on each invoice.

August 19, 2011

Yours sincerely



Mathew Bamm, P.E.
Civil Engineer

cc John Worley, Arup

AGREED AND ACKNOWLEDGED:

The below signed acknowledges and agrees to the above terms and is an officer of BCJ with the authority to enter BCJ into this letter agreement with Arup North America Ltd.

Signature: _____

Name: _____

Title: _____

Date: _____